

e) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - Abandoned Property Mowing**

Resolution #2016-03-054-J-4e

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract with the option to renew for two (2) additional years to the low bidder meeting specifications, *Fougnie Pro Lawn of Troy, MI*, for an estimated total cost of \$6,215.00 per year at unit prices contained in the bid tabulation opened February 18, 2016, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; with the contract expiring December 31, 2018.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor's submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

BLANKET ORDER

Ship To

CITY OF TROY
Planning
500 W BIG BEAVER RD
TROY, MI 48084

Bill To

CITY OF TROY
Planning
500 W BIG BEAVER RD
TROY, MI 48084

No. 2016-00001394

DATE: 04/01/2016

PAGE: 1 of 1

FOB DESTINATION

VENDOR NO. 167908

Vendor

FOUGNIE PROFESSIONAL LAWN MAINTENANCE
106 N MARIAS
CLAWSON, MI 48017

EXPIRATION DATE

12/31/2018

COUNCIL RESOLUTION

2016-03-0547-J-4e

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	Mowing of Abandoned Property Furnish mowing of abandoned property in accordance with specifications for ITB-COT 16-08 and the attached bid tabulation. CURRENT CERTIFICATE OF INSURANCE required to be on file at all times for duration of contract.	18,645.0000	\$18,645.00

Entered By: MaryBeth Murz

\$18,645.00

Special Instructions:

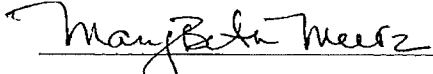
Furnish all labor, tools, equipment, transportation and landscape maintenance services for mowing abandoned properties for a THREE Year Contract with an option to renew for two (2) additional years in accordance with the specifications of ITB-COT 16-08 at the prices stated in the attached bid tabulation.

TERMS & CONDITIONS

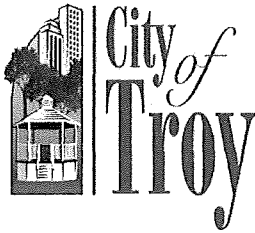
1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.


MaryBeth Murz

VENDOR NAME:		Fougnie Pro Lawn		
		Troy, MI		
Check #		On File		
Check Amt				
PROPOSAL: FURNISH ALL LABOR, TOOLS, EQUIPMENT, TRANSPORTATION, AND LANDSCAPE MAINTENANCE SERVICES FOR MOWING ABANDONED PROPERTIES FOR THREE-YEARS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS				
		2016	2017	2018
Estimated # of lots				
First 1,000 sq. ft. of each 180 lots				
Unit Price - Cost per 1000 sq. ft.		\$ 3.95	\$ 3.95	\$ 3.95
Total Cost - Cost/1000 sq. ft. x 180 lots		\$ 711.00	\$ 711.00	\$ 711.00
Estimated Sq. Ft.				
2,840,000 sq. ft.				
Unit Price - Cost per 1000 sq. ft.		\$ 1.85	\$ 1.85	\$ 1.85
Total Cost - Cost/1000 sq. ft. x 2,840,000 sq. ft.		\$ 5,254.00	\$ 5,254.00	\$ 5,254.00
Show-up Fee				
Estimated Frequency: 25				
Cost per Show-up		\$ 10.00	\$ 10.00	\$ 10.00
Total Cost to Show-up		\$ 250.00	\$ 250.00	\$ 250.00
ESTIMATED TOTAL		\$ 6,215.00	\$ 6,215.00	\$ 6,215.00
3 YEAR TOTAL		\$18,645.00		
Hourly fee - Unique Circumstances		\$ 42.00	\$ 42.00	\$ 42.00
SITE INSPECTION:	Y/N	Y		
CONTACT INFORMATION:				
	Hrs of Operation	24 Hours		
	Phone	248-268-3117		
REFERENCES:	Y/N	Y		
INSURANCE:	Can Meet	X		
	Cannot Meet			
ACKNOWLEDGEMENT:	Y/N	Y		
QUESTIONNAIRE:	Y/N	Y		
PAYMENT TERMS:		Net 30		
		Check is on file from last year.		
EXCEPTIONS:				
FORMS:	Y/N	Y		



[Grab your reader's attention with a great quote from the document or use this space to emphasize a key point. To place this text box anywhere on the page, just drag it.]

Addendum #1
ITB-COT 16-08
 Page 1 of 7

The undersigned proposes to **FURNISH ALL LABOR, TOOLS, EQUIPMENT, TRANSPORTATION, AND LANDSCAPE MAINTENANCE SERVICES FOR MOWING ABANDONED PROPERTIES FOR THREE-YEARS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS**, in accordance with the attached specifications. All items including the specifications, insurance certificate(s) and bid proposal are to be considered an integral part hereof, at the following prices:

COMPANY NAME: Faigme Pro Lawn

ABANDONED PROPERTIES – various locations

YEAR	ESTIMATED # of Lots.	Unit price – COST PER 1000 sq. ft.	TOTAL COST (Cost/1000 sq ft x 180 lots)
2016	First 1,000 sq. ft of each 180 lots	\$ 3.95	\$ 711.00
2017	First 1,000 sq. ft of each 180 lots	\$ 3.95	\$ 711.00
2018	First 1,000 sq. ft of each 180 lots	\$ 3.95	\$ 711.00

YEAR	ESTIMATED SQ. FT.	Unit price – COST PER 1000 sq. ft.	TOTAL COST (Cost/1000 sq. ft. x 2,840 sq. ft.)
2016	2,840,000 sq. ft.	\$ 1.85	\$ 5,254.00
2017	2,840,000 sq. ft.	\$ 1.85	\$ 5,254.00
2018	2,840,000 sq. ft.	\$ 1.85	\$ 5,254.00

YEAR	Estimated Show-Up Fee Frequency (1)	Cost per Show- Up	Total Cost to Show- Up
2016	25	\$ 10.00	\$ 250.00
2017	25	\$ 10.00	\$ 250.00
2018	25	\$ 10.00	\$ 250.00

YEAR	Hourly fee (2)	Unit price- per hour
2016		\$ 42.00
2017		\$ 42.00
2018		\$ 42.00

- (1) See "Specifications – Show Up Fee ", item D (11)
 (2) See "Specifications–Unique Circumstances", item D (10)

UNIT PRICES:

Unit prices shall prevail. The City of Troy Purchasing Department will correct all mathematical errors.

SQUARE FOOTAGE:

The City of Troy reserves the right to add or delete square footage and sites.

ESTIMATED QUANTITIES:

Quantities stated are estimated and are good faith estimates of the amount of work required. The City will not be penalized for requiring more or less than the stated quantities. The City will pay the quoted price for all work completed during the entire contract period if additional areas are required. The quantities stated will be used for award purposes only. The quantity of mowing areas used will be in accordance with the specifications and meet all parameters of the specifications.

INFORMATION:

For additional general information or questions about the specifications, please contact **MaryBeth Murz, Purchasing Manager** at (248) 680-7291 or at m.murz@troymi.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

DESIGNATED CITY REPRESENTATIVE:

Paul Evans, Zoning Compliance Specialist is the designated City representative for this project.

SITE INSPECTION:

Bidders should examine example sites to determine the amount of work to be done in accordance with the specifications. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal. Contact **Paul Evans** Zoning Compliance Specialist at **248-524-3359** or at P.Evans@troymi.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

- (X) Our company visited the locations on houses & R-o-w
() Our company did not visit the sites.

DOWNPAYMENTS AND PREPAYMENTS:

Any bid submitted which requires a down payment or prepayment for services prior to performance and acceptance, as being in conformance with specifications will not be considered for award. No payments will be made until work/ service is performed to the satisfaction of the authorized City representative.

CONTACT INFORMATION:

Hours of operation: 24 hrs. E-mail Address Fougrie pro lawn @Gmail.com
24 Hr. Contact Phone No. 248 268 3117 Pager Number _____

AWARD:

The evaluation and award of this bid shall be based upon a combination of factors including, but not limited to: cost, references, professional competence, equipment and equipment inspection, the correlation of the bid proposal submitted to the needs of the City of Troy, and any other factors considered to be in the City of Troy's best interest. The City of Troy reserves the right to award this bid to the lowest responsible total bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations; to make an award in whatever is deemed to be in the City's best interest.

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

COMPANY NAME: Fougrie pro lawn

BID DEPOSIT AND FORFEITURE:

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.

CONTRACT FORMS:

Bidders should complete the Agreement, Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment forms and the Certification regarding "Iran-Linked Business" and return with your bid proposal. Sole Proprietors must include the Worker's compensation Release Form as well.

PUBLIC ACT 57:

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57 [a copy of the Act is attached for reference (2 pages)].

SUBCONTRACTORS:

The City will not allow subcontracting of mowing services.

PURCHASE ORDER:

After the Troy City Council has approved the award recommendation and acceptable insurance is on file; the successful bidder will receive a purchase order issued from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with specifications. A contract document will not be issued.

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company during the past three years. Please include the City of Troy as a reference, if the work was similar in nature to this project.

COMPANY: See Separate Sheets
ADDRESS: _____
PHONE: _____ CONTACT: _____
EMAIL: _____

COMPANY: _____
ADDRESS: _____
PHONE: _____ CONTACT: _____
EMAIL: _____

COMPANY: _____
ADDRESS: _____
PHONE: _____ CONTACT: _____
EMAIL: _____

COMPANY NAME: Fargate pro lawn

CONTRACT TERMINATION:

The City of Troy reserves the right to terminate the contract at any time when it is deemed to be in the City of Troy's best interest and made in "good faith". Thirty days written notice will be given by the City except under circumstances that violate the terms of the contract or any other federal, state or local laws. Under this situation, the bid surety of the awarded bidder will be forfeited and retained by the City of Troy as damages for breach of contract.

TERMINATION FOR CONVENIENCE:

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

LAWS:

All applicable State of Michigan and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the award throughout and incorporated herein by reference.

BIDDER'S GENERAL QUESTIONNAIRE:

All bidders will complete the attached vendor questionnaire and submit it with the bid proposal.

INSURANCE REQUIREMENTS:

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

☒ We can meet the specified insurance requirements.

☐ We cannot meet the specified insurance requirements.

☐ We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

☐ Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

COMPANY NAME: Fougate pro lawn

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be **Additional Insureds:** The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy
Purchasing Manager
500 West Big Beaver
Troy, MI 48084

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested. If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

COMPANY NAME: _____

Fougnie pro lawn

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. ***The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.*** This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: _____

Fougier pro lawn

SIGNATURE PAGE

PRICES: Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm for the entire contract period, to commence on the date of award and continue for three (3) years expiring on December 31, 2018, with an option to renew for up to two (2) additional years based upon mutual consent of both parties within 90 days of contract expiration under the same terms and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued. The City of Troy may terminate this contract with written notice at least thirty (30) days in advance.

NOTE: The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID: 38-2752932

COMPANY Fougrie professional lawn maintenance

ADDRESS 151 Blanche CITY Troy STATE MI ZIP 48098

TELEPHONE NUMBER (248) 268 3117 FAX NUMBER ()

REPRESENTATIVE NAME: JAMES Fougrie Wayne Fougrie

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: (Print) JJ

PAYMENT TERMS: Net 30 EMAIL: Fougrieprofessional@gmail.com

CHECK NUMBER: 531623180-7

EXCEPTIONS: Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reasons for the exception, deviation, etc. are an integral part of this bid offer.

Check is on file from last year

ACKNOWLEDGEMENT:

I, James Fougrie, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE JJ

IMPORTANT: All City of Troy purchases require a MATERIAL SAFETY DATA SHEETS, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of relevant MSDS at the time of bid submission.

NOTE: The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

U.S. FUNDS: All prices quoted are to be in U.S. currency.



February 15, 2016

Addendum 1
IBT-COT 16-08
Abandoned Property Mowing
Page 1 of 2

To All Bidders:

Please be advised that the City of Troy Purchasing Department has authorized the following changes to **ITB-COT 16-08, Abandoned Property Mowing**. The INFORMATION contained herein will be considered an integral part of the original proposal documents.

The Bid Proposal, Page 1 of 7, has been revised. Bidders shall provide pricing on the revised Bid Proposal page attached to this addendum.

I, the undersigned Bidder, have read this addendum and have integrated the additional information into the Request for Proposal documents for **ITB-COT 16-08 Abandoned Property Mowing**. All other items in the original proposal document remain the same. This addendum should be attached to the top of the proposal packet at the time of submission on or before **Thursday, February 18, 2016 at 10:00 A.M., EST** in the Office of the City Clerk.

COMPANY:

Fougnie Professional Lawn

NAME OF REPRESENTATIVE:

WAYNE FOUGNIE

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

Wayne Fougnie ^(Print)

ADDRESS:

106 N. Marias
Claussen, MN 55017

DATE:

2-18-16



**CITY OF TROY
VENDOR QUESTIONNAIRE**

Please provide the following information and submit with your bid proposal:

DATE: 2-15-16
Month/Date/Year

COMPANY NAME: Fougnie professional lawn maintenance

ESTABLISHED: _____, 19__ or 20__ STATE: Michigan

TYPE OF ORGANIZATION: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other _____

If applicable:

FORMER COMPANY NAME(S)

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

Please provide the following information and submit with your bid proposal:

1. Number of years experience doing this type of work 30.
2. List all mowing equipment owned by your firm to be used for this proposal; include make, model number, year and mowing widths.

We have 10 trucks Full lines of lawn mowers
we have serviced this contract and can handle
the scope of work

3. **UNIFORMS:**

Please describe your company issued uniforms:

Red tops Black pants
all with logos Foreman are clearly marked

4. **Project Manager:** Project manager to be assigned to the City's account.

Name: _____ Title: _____

Cellular Phone..... # _____
Office Phone..... # _____
Fax..... # _____
Email..... # _____

CREDENTIALS: (Please List)

5. **List all contract commitments your firm has been engaged to perform for 2016. Give organization name, name of contract and value of contract.**

ORGANIZATION	CONTRACT	VALUE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:

Company:

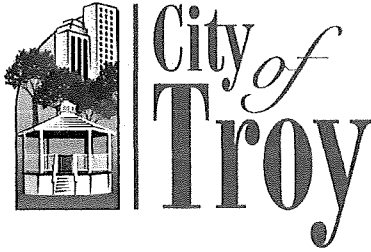
Address:

Phone Number:

Representative's Name:

Date:

Wayne Fournier
Fournier Professional/Land
106 N. Martins
Clawson, MI 48017
248-939-7673
WAYNE Fournier
(print)
2-18-16



CITY OF TROY

SOLE PROPRIETOR WORKER'S COMPENSATION RELEASE FORM

I, WAYNE FOUGNIO, as an Independent Contractor performing work and/or services for the City of Troy, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the City of Troy under this contract (_____).

I, am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

In consideration of being awarded this contract, I agree to give up any and all claims against the City and to hold harmless the City of Troy for any and all injuries or illness that I may sustain during the course or as a result of this contract.

I hereby agree to notify the City of Troy in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance of work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

Wayne Fougno 2-18-16
Signature Date

WAYNE FOUGNIO
Print

Witness (other than relative)

P. Nabyi 02-18-2016
Signature Date

PARIS NABYL
Print



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

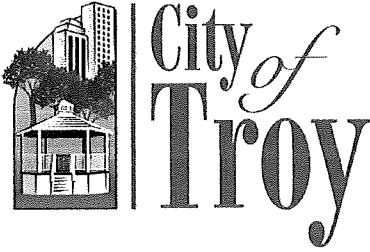
A **corporation** duly organized and doing business under the laws of the State of MI
for whom FORNIE PROFFER, bearing the office title of President,
whose signature is affixed to this proposal, is duly authorized to execute
contracts.

A **partnership**, all members of which, with addresses, is:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

_____	_____
-------	-------



Agreement

I, WAYNE Fougrie, will indemnify the City of Troy, its agents, officials, and employees, against all suits or claims that may be based on any injury to persons or property that is the result of an error, omission, or negligent act of mine or any person employed by me.

Signed:

Wayne Fougrie

Print:

WAYNE Fougrie

Address:

106 N. Marlas

Clawson, MI 48017

Witnesses: (other than relative)

1. P. Naby
Signed

PARIS NABY
Print

2. Bria Haver
Signed

Bria HAVER
Print



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

WAYNE James Fournier, being duly sworn deposed, says that he/she
(Print Full Name)

is President. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

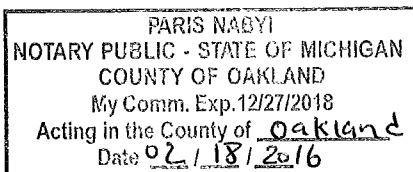
Wayne Fournier
SIGNATURE OF PERSON SUBMITTING BID

Paris Nabyi
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 18 day of February, 2016 in and for Oakland
County.

My commission expires:

12-27-2018





**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

☒ **I am able to certify to the above statements.**

Foreign Prof Lawn Maintenance
Name of Agency/Company/Firm (Please Print)

President
Name and title of authorized representative (Please Print)

Wayne Jones 2-18-16
Signature of authorized representative Date

☐ **I am unable to certify to the above statements. Attached is my explanation.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURED FOUGNIE PROFESSIONAL LAWN MAINTENANCE INC 106 N MARIAS AVE CLAWSON, MI 48017 378-085-5		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 24

REVISION NUMBER: 2

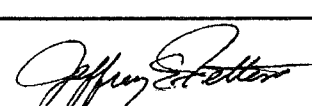
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY	Y	N	9913579	06/01/2015	06/01/2016	EACH OCCURRENCE	\$1,000,000		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	EXCLUDED		
	GEN'L AGGREGATE LIMIT APPLIES PER:									
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					PERSONAL & ADV INJURY	\$1,000,000		
							GENERAL AGGREGATE	\$2,000,000		
							PRODUCTS - COMPI/OP AGG	\$2,000,000		
A	AUTOMOBILE LIABILITY	N	N	9913579	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000		
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)			
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)			
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)			
	<input type="checkbox"/> SCHEDULED AUTOS									
	<input type="checkbox"/> NON-OWNED AUTOS									
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	N	N	9913580	06/01/2015	06/01/2016	EACH OCCURRENCE	\$1,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$1,000,000	
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A	N	9913581	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$500,000
									E.L. DISEASE - POLICY LIMIT	\$500,000

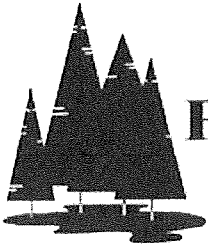
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSORS OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

CERTIFICATE HOLDER**CANCELLATION**

378-085-5 CITY OF TROY 500 W BIG BEAVER RD TROY, MI 48084-5254	24 2	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 		

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FOUGNIE PROFESSIONAL LAWN MAINTENANCE

References

Fisher corporation
Steve Novak
(586)615-9112

West Bloomfield Code officers
Eric or Mike
(248) 451-4880

Fisher Dynamics
Jeff Thompson
(586)615-9116

Check Corporation
Gay Crew
(248)680-2323

City of Troy Code officers
Mitch or Gary
(248)524-3355

Homeowner
Lori Johnson
(248) 417-9256

Billings Lawn Equipment
Randy Parks
(248)541-0138

Rochester Athletic club
Jim Ciotti
5869952562